**CONTRACT FOR SPECIFIC WORK**

We, (***name of the person, company or business name***), with legal identification number (number), represented herein by Mr. (***name of the person appearing as legal representative with legal powers in force on the date of signature of the contract***), in his capacity as (*Position in the company), (identification number, profession, marital status and exact residential address*), hereinafter referred to as**“THE CONTRACTOR*",*** and the **Inter-American Institute for Cooperation on Agriculture (IICA)**, with legal identification number (*number*), represented herein by Mr. (*name of authorized official*) in its capacity as (*Position/Headquarters or Representative in IICA Office*), (*identification number*), with (*address at*), hereinafter called **“THE INSTITUTE or THE CONTRACTING PARTY**”, hereby agree to enter into this Contract for a Specified Work, in accordance with the following Clauses

**CLAUSES**

**ONE:** **Nature of the contracted work: THE CONTRACTOR THE CONTRACTOR** will execute the work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the attached Terms of Reference which are an integral part of the present Contract.

**TWO**: **Duration**: **THE CONTRACTOR** agrees to provide the services, commencing on \_\_ of \_\_\_ of \_\_\_ and ending no later than \_\_\_ of \_\_\_ of \_\_\_\_, to the entire satisfaction of **THE CONTRACTING AGENCY.**

**THREE: Fees and form of payment: THE INSTITUTE** undertakes to pay to **THE CONTRACTOR** for the services undertaken herein, the sum of \_\_\_\_\_\_\_\_ (AMOUNT IN WORDS), which will be paid as set out below:

1. **First payment:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. **Second payment**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**FOUR: Confidentiality**: Both Parties herein declare that they shall not disseminate the following, except as required by law, court order, or a written agreement between the parties: (a) any fact or content of their discussions or negotiations, directly or indirectly, verbally or in writing, regarding the current and/or future facts and obligations related to this Contract; and (b) any secret or confidential information regarding the policies of **THE INSTITUTE** and in general any information regarding **THE INSTITUTE** acquired prior to or after this Contract. Failure to comply with the provisions of this Clause shall result in the early termination of this Contract, as well as the payment of damages by the party that did not comply with the provisions.

**FIVE: THE CONTRACTOR** expressly declares that she has carefully read and understood the full extent of the content of the present Contract and that is equipped to provide the contracted services. **THE CONTRACTOR** also declares that, by its very nature, the Contract does not constitute an employment relationship of any kind, directly or indirectly, and, therefore, expressly releases **THE INSTITUTE** from any responsibility for the execution of the Project and the payment of employee social contributions and occupational hazard insurance, the cost of which shall be covered by **THE CONTRACTOR** in its entirety.

**SIX:** **Relationship between the parties:** This Contract shall at no point be deemed or construed to create an association, co-investment, partnership, representation or agency or employment relationship between the two parties. Both **THE INSTITUTE** and **THE CONTRACTOR** agree that this contract shall at no point grant **THE CONTRACTOR** the right or authority to assume or create any obligation or responsibility, whether express or implied, in the name of or on behalf of **THE INSTITUTE**, given that the legal relationship between the Parties is one of two independent legal entities bound by a service contract, as stated herein.

**SEVEN: General conditions.** These conditions shall apply to the coordination of the services provided by **THE CONTRACTOR** to **THE INSTITUTE**, and are listed below**:**

|  |  |
| --- | --- |
| **7.1.** | **THE CONTRACTING AGENCY**,” in the person of \_\_\_\_\_\_\_ (INDICATE THE NAME OF THE PERSON RESPONSIBLE FOR SIGNING THE CONTRACT ON BEHALF OF IICA), shall be responsible for coordinating, at all times, the activities covered by the present Contract, and for providing **THE CONTRACTOR** with any pertinent written observations, up to a week after receipt of the initial project plan, to enable any adjustments to the schedule and relevant Terms of Reference, as well as any amendments that may be required. |
| **7.2.** | **THE INSTITUTE** shall regard the project as received, if it has been performed in accordance with the Terms of Reference and other stipulations agreed upon. |
| **7.3.** | **THE CONTRACTOR**” alone shall be responsible if the project and activities are not rendered in accordance with this Contract. If the Terms of Reference have not been executed in accordance with this Contract and/or the written instructions of **THE INSTITUTE,** **THE CONTRACTOR** shall be instructed to correct them or execute them again immediately and shall not be entitled to any compensation for work that is less than satisfactory. |
| **7.4.** | **THE CONTRACTOR** recognizes and accepts that **THE INSTITUTE** will be able to request, within a period of no more than fifteen days following the submission of the final product, the incorporation of any observations and amendments deemed necessary, and that **THE CONTRACTOR** shall have the obligation to fulfil this request. |
| **7.5** | If **THE INSTITUTE** deems the Contract to be concluded, due to causes not attributable to **THE CONTRACTOR**, it shall pay the latter for the services rendered or deliverables generated the amount owed at that time, insofar as these were carried out to the entire satisfaction of **THE INSTITUTE**. However, **THE INSTITUTE** may terminate this Contract in advance and with no responsibility, due to any of the following causes: |
|  | * If **THE CONTRACTOR** does not begin the services that are covered by this Contract on the date established in this Contract. * If **THE CONTRACTOR** does not comply with the provisions of this Contract and its Terms of Reference. * If, without due cause, **THE CONTRACTOR** does not comply with the recommendations issued in writing by **THE INSTITUTE.** * Due to unforeseen circumstances or force majeure. * When **THE CONTRACTOR** does not submit an invoice that is legally valid and in compliance with the applicable national legislation. * If **THE INSTITUTE** considers that the execution of this Contract will conflict with its financial, political, and overall interests. |

**EIGHT: Modifications to the Contract**: For all legal purposes, it is agreed that this Contract and its annexes shall supersede any other agreement or instruments on this matter. However, the Parties agree that any modification to the main Contract may be incorporated into same, by way of an addendum.

**NINE: Dispute Resolution**: Any query arising from the application of this Contract shall be settled through conciliation within 15 days, in which case the written agreement between the Parties shall become an Addendum to this Contract.

If the Parties fail to reach an agreement, they shall submit themselves unconditionally and irrevocably to the procedures and decision of an Arbitration and Conciliation Committee made up of three arbiters, designated as follows: one arbiter appointed by each of the Parties individually, and a third appointed by mutual agreement. It is understood that the Conciliation Committee may decide all questions of procedure in those cases in which the Parties do not agree on the matter in dispute.

All arbitral decisions reached in accordance with the previous paragraph shall be final, without appeal and legally binding on the Parties. The provisions stipulated in this Clause shall replace any other procedure for settling disputes between the Parties.

**TEN: Privileges and Immunities:** Nothing contained in this Contract or related to same shall be deemed an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by the Institute and its personnel in accordance with international laws, treaties or international agreements or the national legislation of its Member States.

**ELEVEN: Policy for the Prevention of Money Laundering and Financing of Terrorism: THE INSTITUTE** has a policy for the prevention of money laundering and the financing of terrorism, for which compliance is mandatory for all individuals or legal entities carrying out activities for or on behalf of IICA.

**TWELVE:** **Policy on Prohibited Practices/Anti-fraud and Anti-corruption. THE INSTITUTE** has instituted mechanisms to prevent, detect, report, and punish fraud and corruption, this being a critical component of its good governance and administration practices. In keeping with its Code of Ethics and values and the applicable law in the countries in which it operates, the Institute has a zero tolerance policy towards prohibited practices, fraud and corruption, which applies to its personnel, as well as to individuals and legal entities with which it has established relationships as part of different activities.

**THIRTEEN:** **Policy for the Management of Conflicts of Interest in the Institute**: **THE INSTITUTE** has a mandatory “Policy for the Management of Conflicts of Interest in the Institute”, which applies to all individuals and legal entities that are carrying out activities for or have been commissioned by IICA, consistent with the Institute’s Code of Ethics, values and the applicable law in its Member States.

**FOURTEEN:** **For the Personal Data Protection Policy**: Each of the Parties shall be advised that the information of the data subject or the contact person of the representatives and employees that are processed within the scope of this contract, as well as other information exchanged during the provision of services, shall be processed by the other Party to facilitate the development, execution and management of the contractual relationship for service provision. Data shall be processed specifically to ensure performance of the contractual relationship and shall be kept for the duration of the contract and even after, until all obligations derived hereunder are delivered.

The respective personal data controllers shall be each of the companies provided with the data of the interested parties, whose contact information is included in the preamble of this contract.

The Parties may share personal data with: (i) Public Administrations and legal authorities to comply with IICA’s legal and fiscal obligations; (ii) auditing firms to comply with legal obligations regarding account auditing or due to any legitimate interest consistent with proper governance of the Company; and/ or (iii) third parties involved in managing the contractual activities, such as other IICA units, where necessary for the performance of the contract or at their request , and/or with providers that require access to personal data to provide services that have been outsourced to them by the Parties.

In cases in which the Parties must engage the services of providers in countries that do not have data processing legislation equivalent to IICA’s Personal Data Protection Policy, the contract will be finalized only after all the requirements established by IICA’s personal data protection regulations have been satisfied, while also applying the necessary guarantees and safeguards to preserve data privacy.

IICA may send the contact data of the representatives and employees of the other Party to other IICA delegations and offices, where necessary for the execution or performance of a contract, and/or where necessary, at their request.

The data subjects may submit their request for access to their personal data, rectification, suppression, portability and restriction of processing or their objection to processing to the registered office of each Party and/or by sending it to the following email addresses: […] and [data.protection@iica.int]

The above having been read by both parties and its contents and scope duly understood, they ratify and sign in duplicate in (city), on the (day) of (year).

|  |  |
| --- | --- |
| **THE CONTRACTOR**  (*name of the person, company or business name),*  *(Position within company), (identification number)*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **THE INSTITUTE**  (*name of authorized official*) (*Position within Institute), (identification number),*  INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ANNEX**

**TERMS OF REFERENCE**

**CONTRACT FOR SPECIFIC WORK**

**CONTRACTOR:** \_\_\_\_\_\_\_,

**START:** \_\_ of \_\_ of 20\_\_

**END:** \_\_ of \_\_ of 20\_\_

**HONORARIA:** \_\_\_\_\_\_\_\_\_, (SPELLED OUT), payable in two tranches of \_\_\_\_\_\_\_\_\_, (SPELLED OUT) each, 50% on signing of the Contract and the remaining 50%, subject to the provision of the contracted services, the approval of **THE INSTITUTE** and on submission of the respective digital invoice.

**FUNDING:** To be determined.

**CONTRACTOR’S**

**ACCOUNT: \_\_\_\_\_\_\_\_**,

1. **BACKGROUND AND JUSTIFICATION:**
2. **PURPOSE OF THE CONTRACT:**

**III. CONTRACT DURATION:**

This contract is valid for \_\_\_\_\_, commencing on \_\_\_\_, and ending on \_\_\_. Either Party may terminate this Contract, by giving the other fifteen days written notice.

1. **PROFILE OF THE CONTRACTOR:**
2. **CONTRACTED SERVICES:**

* \_\_\_\_
* \_\_\_\_
* \_\_\_\_

1. **EXPECTED PRODUCTS:**

* **\_\_\_**
* **\_\_\_**
* **\_\_\_**
* **\_\_\_**

1. **MONITORING:**

**THE CONTRACTING AGENCY**, through its **\_\_\_**, shall be responsible for coordinating, at all times, the services covered by this Contract and for providing **THE CONTRACTOR** with any written observations or recommendations required for the efficient execution of this Contract and its Terms of Reference.

*--------------------------------------------Last line / Terms of Reference-----------------------------------------*